I- Levi W. D. Eldridge, of Chatham, Barnstable County, Massachusetts, holder of a mortgage

from Valentine K. Nickerson,

to Levi W. D. Eldridge,

dated January 9, A.D. 1926, recorded with Barnstable County Deeds

Book 429, Page 341, by the power conferred by said mortgage and

every other power for Five Thousand ($ 5000.00), Dollars

paid, grant to Levi W. D. Eldridge aforesaid,

the premises conveyed by said mortgage.

all and singular the premises described in said mortgage, being land in Chatham, Barnstable County, Massachusetts, to wit:

The land in Chatham aforesaid, and in that part called South Chatham, more particularly bounded and described as follows:

Parcel 1. Upland, with western fringe of meadow. Beginning at the Northwest corner of the granted premises at the waters of Taylor's Pond and at land of the Heirs of Ibon Tirrell; thence running Easterly by said land of the Heirs of Eben Tirrell to a ridge and the land of Edward N. Johnson; thence running Southerly by said ridge and land of Edward N. Johnson to a stake at land of Mercelia E. Kelley; thence running Westerly by said land of Mercelia E. Kelley, as trees are marked, to the waters of Mill Creek; thence running Northerly by said waters of Mill Creek and Easterly, and then Northerly by the waters of Taylor's Pond to the point of beginning; the whole containing an area of ten (10) acres, be the same more or less.

Parcel 2. Upland. Beginning at the Northwest corner of the granted premises at a stake at other land of Levi W. D. Eldredge and at land of Mercelia E. Kelley; thence running Easterly by said land of Mercelia E. Kelley, crossing the Town Road, to a stake at land of Henry H. Eldredge, thence running Southerly by said land of Henry H. Eldredge, crossing said Town Road, to a third stake at land of Alida Garrison; thence running Westerly by a ridge and said land of Alida Garrison to a fourth stake at said land of Levi W. D. Eldredge; thence running Northerly by said land of Levi W. D. Eldredge to the point of beginning; the whole containing an area of four and one-half (4½) acres, be the same more or less.

This parcel is conveyed subject to a town Road across the Northeasterly part thereof.

Parcel 3. Upland. Beginning at the Northwesterly corner of the granted premises at land of Mercelia E. Kelley and at other land of Levi W. D. Eldredge; thence running Easterly by said other land of Levi W. D. Eldredge to still other land of Mercelia E. Kelley; thence running Southerly by said still other land of Mercelia E. Kelley, and by still other land of Levi W. D. Eldredge, (parcel 2 above), and by land of Alida Garrison, and by land of L. B. Eldredge and by land supposed to we now or formerly of Hellen Littlefield to a corner; thence running Southeasterly by said land supposed now or formerly to be of Helen Littlefield to meadow of Mercelia E. Kelley; thence running Southwesterly by said meadow of Mercelia E. Kelley and by meadow formerly of Timothy K. Stearn, now of John Reuter, to the first named land of Mercelia E. Kelley; thence running Northwesterly, then Northerly, both of said courses by said first named land of Mercelia E. Kelley, to the point of beginning; the whole containing an area of eight, (8), acres, be the same more or less.

Parcel 4. Upland. Beginning at the Northwest corner of the granted premises at a pipe standing in the ground distant Southerly from the south side of Main Street three hundred, (300), feet, more or less, at land of Mercelia E. Kelley and at other land of Levi W. D. Eldredge; thence running Easterly by said other land of Levi W. D. Eldredge to a second iron pipe standing in the ground and distant about three hundred fifty, (350), feet from the South side of the said Main Street at land of Alice D. Eldredge; thence running Southerly by said land of Alice D. Eldredge and by land of the Heirs of Lydia Rogers to within ten, (10), feet of the cemetery fence; thence running Westerly, then Southerly, and then Easterly, all three, (3), courses parallel to and distant ten, (10), feet from the first Northerly, the second Westerly, and third Southerly, from the said cemetery fence to land of said Heirs of Lydia Rogers; thence running Southerly by said land of the Heirs of Lydia Rogers and by still other land of Mercelia E. Kelley to still other land of Levi W. D. Eldredge, (parcel 3 above); thence running Westerly by said land of Levi W. D. Eldredge, (parcel 3 above), and by a third parcel of land of Mercelia E. Kelley first mentioned; thence running Northerly by said land of Mercelia E. Kelley first mentioned to the point of beginning; the whole containing an area of three and one-half, (3½), acres, be the same more or less.

Reserving a way where most convenient and least damage from said cemetery to the Town Road for all those who are entitled to any interest in said cemetery.

Parcel 5. Flats and Meadow. At a place called Taylor's Flats bounded on the West by the Heirs of Kimball Eldredge; on the North by the Cove; on the East by the Heirs of Kimball Eldredge and on the South by the bay or seashore; the whole containing an area of ——acres, be the same more or less. Being the first parcel in a deed from Clara A. Eldredge to Levi W. D. Eldredge dated August 29, 1924 and recorded with Barnstable County Deeds Book 408, Page 114.

This conveyance is made subject to all existing easements.

Being the same premises with the same boundaries as were conveyed to me by said Levi W. D. Eldredge by deed of even date herewith, this mortgage being for a part of the purchase price of that conveyance.

Said premises will be sold subject to any and all restrictions, easements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, if any there be, and subject to any and all encumbrances of record created prior to the mortgage first above mentioned, if any there be.

All persons shall be bound by this sale as a whole at the time and place first above mentioned.

By virtue and in execution of the power of sale contained in certain mortgage given by Valentine K. Nickerson to Levi W. D. Eldredge dated January 9, 1926 and recorded with Barnstable County Deeds Book 429, Page 341, of which mortgage the undersigned is the present holder by assignment by said Levi W. D. Eldredge to Chatham First Company by deed of assignment dated April 1, 1927, and recorded as aforesaid, and by assignment by said Chatham First Company to said Levi W. D. Eldredge by deed of assignment dated May 22, 1931, of even date herewith and recorded with said Deeds Book 480, Page 583.

Witness my hand and seal this third day of August 1931

Herman A. Harding — Levi W. D. Eldredge

The Commonwealth of Massachusetts

Barnstable ss. August 3 A.D. 1931.

Then personally appeared the above-named Levi D. W. Eldredge and acknowledged the foregoing instrument to be his free act and deed, before me

Herman A. Harding
Justice of the Peace

My commission expires January 4, 1934

Affidavit

I— Levi W. D. Eldridge, of Chatham, Barnstable County, Massachusetts, named in the foregoing deed, make oath and say that the principal, and interest obligation mentioned in the mortgage above referred to was not paid or tendered or performed when due or prior to the sale, and that I published on the ninth, sixteenth and twenty-third days of July, A.D. 1931 in the Chatham Monitor, a newspaper published, or by its title page purporting to be published, in Chatham, Massachusetts, and having a circulation therein, a notice of which the following is a true copy:

Mortgagee's Sale of Real Estate

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Valentine K. Nickerson to Levi W. D. Eldridge, dated January 9, 1926 and recorded with Barnstable County Deeds Book 429, Page 341; of which mortgage the undersigned is the present holder—by assignment by said Levi W. D. Eldridge to Chatham Trust Company by deed of assignment dated April 1, 1927, and recorded as aforesaid Book 445, Page 328; and by assignment by said Chatham Trust Company to said Levi W. D. Eldridge by deed of assignment dated May 22, 1931, and recorded as aforesaid Book 480, Page 582;—for breach of the conditions of the said mortgage and for the purpose of foreclosing the same, will be sold at Public Auction at three o'clock in the afternoon, Daylight Saving Time, on the third day of August A. D. 1931, on that parcel of the mortgaged premises hereinafter described denominated "parcel 3," all and singular the premises described in said mortgage, being land in Chatham, Barnstable County, Massachusetts, to wit:

The land in Chatham aforesaid, and in that part called South Chatham, more particularly bounded and described as follows:

Parcel 1. Upland, with western fringe of meadow. Beginning at the Northwest corner of the granted premises at the waters of Taylor's Pond and at land of the Heirs of Eben Tirrell; thence running Easterly by said land of the Heirs of Eben Tirrell to a ridge and the land of Edward N. Johnson; thence running Southerly by said ridge and land of Edward N. Johnson to a stake at land of Mercella E. Kelley; thence running Westerly by said land of Mercella E. Kelley, as trees are marked, to the waters of Mill Creek; thence running Northerly by said waters of Mill Creek and Easterly, and then Northerly by the waters of Taylor's Pond to the point of beginning; the whole containing an area of ten (10) acres, be the same more or less.

Parcel 2. Upland. Beginning at the Northwest corner of the granted premises at a stake at other land of Levi W. D. Eldredge and at land of Mercella E. Kelley; thence running Easterly by said land of Mercella E. Kelley, crossing the Town Road, to a stake at land of Henry H. Eldredge, thence running Southerly by said land of Henry H. Eldredge, crossing said Town Road, to a third stake at land of Alida Garrison; thence running Westerly by a ridge and said land of Alida Garrison to a fourth stake at said land of Levi W. D. Eldredge; thence running Northerly by said land of Levi W. D. Eldredge to the point of beginning; the whole containing an area of four and one-half (4½) acres, be the same more or less.

This parcel is conveyed subject to a town Road across the Northeasterly part thereof.

Parcel 3. Upland. Beginning at the Northwesterly corner of the granted premises at land of Mercella E. Kelley and at other land of Levi W. D. Eldredge; thence running Easterly by said other land of Levi W. D. Eldredge to still other land of Mercella E. Kelley; thence running Southerly by said still other land of Mercella E. Kelley, and by still other land of Levi W. D. Eldredge, (parcel 2 above), and by land of Alida Garrison, and by land of L. B. Eldredge and by land supposed to we now or formerly be Hellen Littlefield to a corner; thence running Southeasterly by said land supposed now or formerly to be of Helen Littlefield to meadow of Mercella E. Kelley; thence running Southwesterly by said meadow of Mercella E. Kelley and by meadow formerly of Timothy K. Stearn, now of John Reuter, to the first named land of Mercella E. Kelley; thence running Northwesterly, then Northerly, both of said courses by said first named land of Mercella E. Kelley, to the point of beginning; the whole containing an area of eight, (8), acres, be the same more or less.

Parcel 4. Upland. Beginning at the Northwest corner of the granted premises at a pipe standing in the ground distant Southerly from the South side of Main Street three hundred, (300), feet, more or less, at land of Mercella E. Kelley and at other land of Levi W. D. Eldredge; thence running Easterly by said other land of Levi W. D. Eldredge to a second iron pipe standing in the ground and distant about three hundred fifty, (350), feet from the South side of the said Main Street at land of Alice D. Eldredge; thence running Southerly by said land of Alice D. Eldredge and by land of the Heirs of Lydia Rogers to within ten, (10), feet of the cemetery fence; thence running Westerly, then Southerly and then Easterly, all three, (3), courses parallel to and distant ten, (10), feet from the first Northerly, the second Westerly and third Southerly, from the said cemetery fence to land of said Heirs of Lydia Rogers; thence running Southerly by said land of the Heirs of Lydia Rogers and by still other land of Mercella E. Kelley to still other land of Levi W. D. Eldredge, (parcel 3 above); thence running Westerly by said land of Levi W. D. Eldredge, crossing a ridge, to a corner, thence, by a third parcel of land of Mercella E. Kelley to the land of Mercella E. Kelley first mentioned; thence running Northerly by said land of Mercella E. Kelley first mentioned to the point of beginning; the whole containing an area of three and one-half, (3½), acres, be the same more or less.

Reserving a way where most convenient and least damage from said cemetery to the Town Road for all those who are entitled to any interest in said cemetery.

Parcel 5. Flats and Meadow. At a place called Taylor's Flats bounded on the West by the Heirs of Kimball Eldredge; on the North by the Cove; on the East by the Heirs of Kimball Eldredge and on the South by the bay or seashore; the whole containing an area of——acres, be the same more or less. Being the first parcel in a deed from Clara A. Eldredge to Levi W. D. Eldredge dated August 29, 1924 and recorded with Barnstable County Deeds, Book 408, Page 114.

This conveyance is made subject to all existing easements.

Being the same premises with the same boundaries as were conveyed to me by said Levi W. D. Eldredge by deed of even date herewith, this mortgage being for a part of the purchase price of that conveyance.

Said premises will be sold subject to any and all restrictions, easements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, if any there be, and subject to any and all encumbrances of record created prior to the mortgage, if any there be.

All of the above premises will be sold as a whole at the time and place first above mentioned.

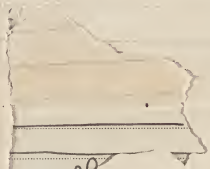
Terms of sale: ten per cent to be paid in cash by the purchaser at the time and place of the sale, balance of the purchase price to be paid in cash by the purchaser within ten days upon delivery of the deed; delivery of the deed to be at Registry of Deeds for Barnstable County, Barnstable, Massachusetts, at ten o'clock a. m. August 13, 1931, unless the purchaser and the present holder of said mortgage shall otherwise agree to an earlier time or other place of delivery. Other terms to be announced at the sale.

LEVI W. D. ELDRIDGE
Present holder of said mortgage,
HEMAN A. HARDING, Attorney,
Chatham, Massachusetts.
July 8, 1931.

Eldridge

Heman A Hard

Affidavit



blished, in [illegible]

Pursuant to said notice at the time and place therein appointed, [illegible]

I sold the mortgaged premises at public auction by Alonzo F. Cahoon,
an auctioneer, to Levi W. D. Eldridge
above named, for Five Thousand ($5000.00) Dollars
bid by Levi W. D. Eldridge aforesaid, being the highest bid made therefor at said auction

Levi W. D. Eldridge

Signed and sworn to by the said Levi W. D. Eldridge
August 3, AD 1931, before me

Truman A. Harding
Justice of the Peace

My commission expires January 4 1934

(5)

Statute Form of

Foreclosure Deed

Deri W. D. Eldridge (Mtgee)
Valentine K. Nickerson (Mtgor)

TO

Deri W. D. Eldridge

BARNSTABLE REGISTRY OF DEEDS
AUG 6 1931
RECORDED

Barnstable, ss. August 6, 1931

at 8 o'clock and 00 minutes a. m.

Received and entered with

Barnstable County Deeds

Book 482 Page 438.

Attest:

Register

FROM THE OFFICE OF

Herman A. Harding
Chatham, Mass

HOBBS & WARREN, INC.
PUBLISHERS STANDARD LAW BLANKS
BOSTON - MASS
Form 918